

House File 495 - Reprinted

HOUSE FILE 495
BY COMMITTEE ON JUDICIARY

(SUCCESSOR TO HSB 28)

(As Amended and Passed by the House March 27, 2013)

A BILL FOR

1 An Act relating to the residential landlord and tenant laws
2 and related forcible entry and detainer laws and making
3 penalties applicable.

4 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 535.2, subsection 7, Code 2013, is
2 amended to read as follows:

3 7. This section does not apply to a charge imposed for late
4 payment of rent. ~~However, in the case of a residential lease,~~
5 ~~a late payment fee shall not exceed ten dollars a day or forty~~
6 ~~dollars per month.~~

7 Sec. 2. Section 562A.6, Code 2013, is amended by adding the
8 following new subsections:

9 NEW SUBSECTION. 7A. "*Presumption*" means that the trier of
10 fact must find the existence of the fact presumed unless and
11 until evidence is introduced which would support a finding of
12 its nonexistence.

13 NEW SUBSECTION. 11A. "*Resident*" means an occupant of a
14 dwelling unit who is at least eighteen years of age.

15 Sec. 3. Section 562A.9, Code 2013, is amended by adding the
16 following new subsection:

17 NEW SUBSECTION. 3A. For rental agreements in which the
18 rent does not exceed seven hundred dollars per month, a rental
19 agreement shall not provide for a late fee that exceeds twelve
20 dollars per day or a total amount of sixty dollars per month.
21 For rental agreements in which the rent is greater than seven
22 hundred dollars per month, a rental agreement shall not provide
23 for a late fee that exceeds twenty dollars per day or a total
24 amount of one hundred dollars per month.

25 Sec. 4. Section 562A.12, subsection 7, Code 2013, is amended
26 to read as follows:

27 7. The bad faith retention of a deposit by a landlord,
28 or any portion of the rental deposit, in violation of this
29 section shall subject the landlord to punitive damages not to
30 exceed ~~two hundred dollars~~ twice the monthly rental payment in
31 addition to actual damages.

32 Sec. 5. Section 562A.17, subsection 6, Code 2013, is amended
33 to read as follows:

34 6. Not deliberately or negligently destroy, deface,
35 damage, impair or remove a part of the premises or knowingly

1 permit a person to do so. If damage, defacement, alteration,
2 or destruction of property by the tenant is intentional,
3 the tenant may be criminally charged with criminal mischief
4 pursuant to chapter 716.

5 Sec. 6. Section 562A.26, Code 2013, is amended to read as
6 follows:

7 **562A.26 Tenant's remedies for landlord's unlawful ouster,**
8 **exclusion, or diminution of service.**

9 If the landlord unlawfully removes or excludes the tenant
10 from the premises or willfully diminishes services to the
11 tenant by interrupting or causing the interruption of electric,
12 gas, water, or other essential service to the tenant, the
13 tenant may recover possession pursuant to section 648.1,
14 subsection 1, or terminate the rental agreement and, in either
15 case, recover the actual damages sustained by the tenant,
16 punitive damages not to exceed twice the monthly rental
17 payment, and reasonable attorney fees. If the rental agreement
18 is terminated, the landlord shall return all prepaid rent and
19 security.

20 Sec. 7. Section 562A.29A, subsection 1, Code 2013, is
21 amended to read as follows:

22 1. A written notice of termination required under section
23 562A.27, subsection 1, 2, or 5, a notice of termination and
24 notice to quit under section 562A.27A, a written notice of
25 termination as required by section 562A.34, subsection 1, 2,
26 or 3, or a notice to quit required by section 648.3, shall be
27 served ~~upon the tenant by one or more of the following methods~~
28 as provided in this subsection:

29 a. A landlord shall serve notice on a tenant by one or more
30 of the following methods:

31 (1) Delivery evidenced by an acknowledgment of delivery
32 that is signed and dated by a resident of the dwelling unit
33 who is at least eighteen years of age. Delivery under this
34 paragraph shall be deemed to provide notice to all tenants of
35 the dwelling unit.

1 ~~b.~~ (2) Personal service pursuant to rule of civil procedure
2 1.305, Iowa court rules, for the personal service of original
3 notice.

4 ~~c.~~ (3) Posting on the primary entrance door of the dwelling
5 unit and mailing by both regular mail and certified mail, as
6 defined in section 618.15, to the address of the dwelling
7 unit or to the tenant's last known address, if different from
8 the address of the dwelling unit. A notice posted according
9 to this paragraph shall be posted within the applicable time
10 period for serving notice and shall include the date the notice
11 was posted.

12 b. A tenant shall serve notice on a landlord by one or more
13 of the following methods:

14 (1) Delivery evidenced by an acknowledgment of delivery
15 that is signed and dated by the landlord or the landlord's
16 agent designated under section 562A.13.

17 (2) Personal service pursuant to rule of civil procedure
18 1.305, Iowa court rules, for the personal service of original
19 notice.

20 (3) Mailing by both regular mail and certified mail, as
21 defined in section 618.15, to the address of the landlord's
22 business office or to an address designated by the landlord for
23 mailing.

24 Sec. 8. Section 562A.30, Code 2013, is amended to read as
25 follows:

26 **562A.30 Waiver of landlord's right to terminate.**

27 1. Acceptance of performance by the tenant that varies
28 from the terms of the rental agreement or rules subsequently
29 adopted by the landlord constitutes a waiver of the landlord's
30 right to terminate the rental agreement for that breach, unless
31 otherwise agreed after the breach has occurred.

32 2. Nothing in this section shall prohibit a landlord from
33 granting a waiver for a term of days, provided the landlord
34 gives notice of the breach and temporary waiver to a tenant
35 consistent with section 562A.8 prior to a tenant acting or

1 failing to act in reliance on the grant of a temporary waiver.

2 Sec. 9. Section 562A.36, subsection 2, Code 2013, is amended
3 to read as follows:

4 2. If the landlord acts in violation of subsection 1 of
5 this section, the tenant may recover from the landlord the
6 actual damages sustained by the tenant and reasonable attorney
7 fees, and has a defense in action against the landlord for
8 possession. In an action by or against the tenant, evidence
9 of a ~~good-faith~~ good-faith complaint within one year prior to
10 the alleged act of retaliation creates a presumption that the
11 landlord's conduct was in retaliation. The presumption does
12 not arise if the tenant made the complaint after notice of a
13 proposed rent increase or diminution of services. Evidence
14 by the landlord that legitimate costs and charges of owning,
15 maintaining or operating a dwelling unit have increased shall
16 be a defense against the presumption of retaliation when a
17 rent increase is commensurate with the increase in costs and
18 charges. ~~"Presumption" means that the trier of fact must find~~
19 ~~the existence of the fact presumed unless and until evidence is~~
20 ~~introduced which would support a finding of its nonexistence.~~

21 Sec. 10. Section 562B.10, Code 2013, is amended by adding
22 the following new subsection:

23 NEW SUBSECTION. 3A. For rental agreements in which the
24 rent does not exceed seven hundred dollars per month, a rental
25 agreement shall not provide for a late fee that exceeds twelve
26 dollars per day or a total amount of sixty dollars per month.
27 For rental agreements in which the rent is greater than seven
28 hundred dollars per month, a rental agreement shall not provide
29 for a late fee that exceeds twenty dollars per day or a total
30 amount of one hundred dollars per month.